



MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

RFP Number:
MSF 60

RFP Title:
MEDICARE SET ASIDE SERVICES

RFP Response Due Date and Time:
Open

Number of Pages:
18

Issue Date:
6/17/14

ISSUING AGENCY INFORMATION

Procurement Officer:
Bridget McGregor

Montana State Fund
Phone: (406) 495-5277
Fax: (406) 495-5023
TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

MAILING ADDRESS:

Montana State Fund
PO Box 4759
Helena, MT 59604-4759

**Mark Face of
Envelope/Package with:**

RFP Number: MSF 60
RFP Response Due Date:
Open

Special Instructions:

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

(Name/Title)

(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

Type of Entity (e.g., corporation, LLC, etc.)

Offeror Phone Number:

Offeror E-mail Address:

Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date.....June 17, 2014

RFP Response Due Date Open

Service Start Date July 1, 2014

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

The Montana State Fund, hereinafter referred to as "MSF", is pleased to invite you to submit a response for the provision of Medicare set-aside services to injured employees suffering from injuries or occupational diseases under the Workers' Compensation Act of Montana through preferred provider contracts. These will be nonexclusive contracts. MSF may enter into contracts with more than one Contractor, and may enter into contracts with additional Contractors at any time. MSF does not guarantee any number of referrals under this agreement. Services may begin after the issue date of this RFP.

1.2 CONTRACT PERIOD

The contract term is for a period beginning on July 1, 2014 and ending on June 30, 2015. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to MSF. The contract, including any renewals, may not exceed a total of seven years, at the option of MSF. Additional Medicare set-aside providers may enter into contracts with MSF at any time, subject to review of qualifications and agreement to the required terms contained in this proposal.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any MSF staff regarding this procurement, except at the direction of Bridget McGregor**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: **Bridget McGregor**
Telephone Number: **(406) 495-5277**
Fax Number: **(406) 495-5023**
E-mail Address: **bmcgregor@montanastatefund.com**

1.4 REQUIRED REVIEW

Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. MSF will determine any changes to the RFP.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Contract. By submitting a response to this RFP, Contractor agrees to acceptance of the contract as set out in Appendix A of this RFP. Much of the language included in the contract reflects requirements of Montana law.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, shall be incorporated by reference in any resulting contract. MSF's contract, attached as Appendix A, contains the contract terms and conditions which will form the contract between MSF and the Contractor. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the

contract, along with any attachments prepared by MSF, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet all mandatory requirements. MSF will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.5.5 Contractor's Signature. Appendix B must be signed in ink by an individual authorized to legally bind the business submitting the response. The Contractor's signature on Appendix B in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MSF from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

This RFP is issued under the authority of section 39-71-2315, MCA (Montana Code Annotated). The RFP process is a procurement option allowing the award to be based on stated criteria. The RFP states the relative importance of all criteria. Only the criteria outlined in this RFP will be used.

2.2 OFFEROR COMPETITION

MSF encourages free and open competition to obtain quality, cost-effective services and supplies. MSF designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by MSF; and (3) other constitutional protections. See 18-4-304, MCA. MSF provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.3.2 Procurement Officer Review of Proposals. Upon opening the proposals in response to this RFP the procurement officer reviews the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. MSF shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). MSF may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP

requirements and specifications. MSF may find any proposal to be nonresponsive at any time during the procurement process. If MSF deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsive determination. If an offeror is found nonresponsive, the procurement officer will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 Contract Execution. Contract award, if any, will be made to any contractor who meets the requirements of this RFP, and provides all required documents, and successfully completes contract negotiation. A formal contract utilizing the draft contract attached as Appendix A will be executed by all parties.

2.5 MSF'S RIGHTS RESERVED

While MSF has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by MSF to award and execute a contract. Upon a determination such actions would be in its best interest, MSF, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP ;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal;
- Not award a contract, if it is in MSF's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if MSF determines adequate state funds are not available.

SECTION 3: SCOPE OF SERVICES

3.1 MEDICARE SET-ASIDE SERVICES

Please refer to Appendix A – Contract for scope of services.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 MSF'S RIGHT TO INVESTIGATE AND REJECT

MSF may make such investigations as deemed necessary to determine the ability of the Contractor to provide the supplies and/or perform the services specified. MSF reserves the right to reject any response if the evidence submitted by, or investigation of, the Contractor fails to satisfy MSF that the Contractor is properly qualified to carry out the obligations of the contract.

4.2 CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

At contract execution, the Contractor must provide a certificate for Commercial General Liability, and Professional Liability coverage, to include bodily injury, personal injury, and property damage with combined single limits of \$1,000,000 per claim, and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

The Contractor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance (or non-owned auto endorsement if applicable) with combined single limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate from an insurer with a Best's Rating of no less than A-.

4.3 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply MSF with proof of compliance with the Montana Workers' Compensation Act while performing work for MSF. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of MSF. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by MSF before contract will be executed, and must be kept current for the entire term of the contract.

SECTION 5: FEES AND PAYMENT

Please see Appendix A – Contract for Fees and Payment

APPENDIX A: CONTRACT

CONTRACT FOR MEDICARE SET-ASIDE SERVICES

CONTRACT ID NO. OS-MSA-«Contract_ID_No»

THIS AGREEMENT is made and entered into between the **MONTANA STATE FUND**, 855 Front Street, Helena, MT 59601, hereinafter called “MSF” and «COMPANY», «Address», «City», «State» «ZIP», hereinafter called the “Contractor.”

This is a non-exclusive agreement. MSF may enter into contracts with more than one Contractor, and may enter into contracts with additional Contractors at any time. Under this agreement there is no guarantee of the number of referrals that will be made to the Contractor.

SECTION 1 PURPOSE

The objective of MSF is to provide optimal projections of the future costs of reasonable & necessary medical services that would be covered under the Montana Workers’ Compensation Act and the applicable Fee Guidelines to an injured employee as a result of a work-related injury or occupational disease. To assist MSF in meeting this objective, the Contractor will provide Medicare set-aside services as defined in this contract upon the request of MSF for the compensation stated herein. Services will commence upon the referral of the claim to the Contractor by MSF.

SECTION 2 CONTRACT TERM/RENEWAL

The term of this contract will be July 1, 2014 to June 30, 2015. The contract, upon agreement by the parties, may be renewed annually for up to seven (7) years. MSF reserves the right to negotiate modified fees at the time of renewal. This instrument shall not be effective until duly signed by all the parties hereto.

SECTION 3 SCOPE OF SERVICES

1. The Contractor agrees to provide Medicare Set-aside services as listed in Section 4 to MSF.
2. Contractor must comply with applicable provisions of the Workers’ Compensation Act.
3. Any information related to the injured employee will remain confidential and will not be disclosed to third parties without the written permission of MSF or the injured employee.

SECTION 4 GENERAL PROVISIONS

1. All medical files will be provided to the Contractor by a MSF representative who will ensure the Contractor receives necessary documents from MSF claim files.
2. The Contractor will provide one phone number for Medicare set-aside questions, or concerns.
3. Personnel providing services covered under this contract must be a Medicare Set-aside Consultant Certified (MSCC) in good standing.

4. The Contractor will fax (when requested), mail, or deliver completed Medicare set-aside documentation to MSF within the timelines specified in Section 3 unless other arrangements are approved by MSF.

5. Contractor reimbursement will be as follows:

a. Social Security and Medicare Status Determination \$ 175.00
Documentation will be submitted within 5 workdays of the referral date.

b. Medicare Set-aside Cost Projection \$2,500.00
Includes status determination, Medicare Set-aside recommendation with cost projection of Medicare covered costs, recommendation for frequency and amount of periodic payments when structured settlement is utilized, life expectancy determination or rated age, and Medicare conditional payment claim identification.

Documentation will be submitted within 30 workdays of the referral date.

c) Complete Cost Projection with Medicare Set-aside Cost Projection \$3,500.00
Includes all aspects of the Medicare Set-aside Cost Projection plus cost projection of non-Medicare covered costs over the life expectancy.

Documentation will be submitted within 30 workdays of the referral date with b).

d) Medicare Set-aside Submission – combined with cost projection \$1,000.00
Includes recommendation regarding need for Medicare Set-aside Proposal submission and approval, Social Security and Medicare Status Determination, Medicare conditional payment claim identification, recommendation for frequency and amount of periodic payments when structured settlement is utilized, projection of Medicare allowable costs, completion of Medicare proposal, submission of Proposal to Medicare, and follow-up with Medicare and negotiation until approval is obtained.

Documentation will be submitted within 12 calendar weeks of the referral date.

e) Medicare Set-Aside Administrative Services Negotiated
On behalf of the injured worker the contractor will assist in managing the funds, verify that the funds are being used for the intended purposes under the MT Workers' Compensation Act and process reasonable and necessary bills in accordance with the Montana Department of Labor and Industry Fee Schedule.

Reimbursement for administrative services will be negotiated on a case-by-case basis as approved by MSF's General Counsel and is not payable to the company providing the projection.

- f) Litigation
Litigation services involve consultation with MSF Legal Counsel, which may include participation in depositions and/or court appearances. In such cases, the Contractor may be eligible for an hourly reimbursement for work performed. The Contractor must verify that the hourly billing is supported by legal involvement. The examiner will review billings submitted with this code with MSF Legal Counsel to ensure that the billing is appropriate. \$ 75.00 / hr
- g) MSA revision/Special Services Due to Unique Circumstances \$ 75.00 / hr, not to exceed \$1,000.00
At the request of the examiner, the Contractor may be requested to revise an existing MSA to gain approval of the MSA.
- h) Future potential services
If the Contractor has or develops other services in response to new Medicare or CMS requirements or procedures fees will be negotiated as an addendum to the contract.
- i) Travel or other expenses will only be reimbursed at the express approval of MSF.

6. Contractor Billing

- a) Authorization for payment will be based on the provision and completion of each element of the referred phases, unless MSF specifies that a particular component is not necessary.
- b) The Contractor will bill for referred claims no later than 30 days after completion of the assigned services within the Phase. The bill for services will be sent to the referring examiner. Each bill will be for a single injured worker. No multi-file or multi-services bills will be accepted. Contractor must bill for one action in its entirety; split billing will not be authorized.

7. Contractor must provide a completed W-9 form.

- 8. MSF will attempt to make all payments to the Contractor within 30 days of receipt of the Contractor's invoice for services and expenses incurred. All expenses must be supported by the appropriate documentation.

SECTION 5 **CONFIDENTIALITY**

- 1. Contractor will keep all information received from State Fund , and all information and data created under the contract confidential, except that Contractor may utilize and disclose confidential information and data to the extent necessary to perform the services required under this contract. Contractor may not otherwise provide third parties confidential information or data unless authorized in writing by State Fund to release the data or information. If Contractor is subpoenaed for State Fund information, Contractor must notify State Fund within 24 hours of service of the subpoena, and prior to responding to the subpoena. All employees and agents of Contractor who may receive confidential information from State Fund will be advised of the confidentiality requirements of this contract.
- 2. Contractor understands and agrees that the provisions of MCA §§ 2-6-501 to 2-6-504, concerning the protection of certain personal information received from State Fund, as defined in the law, apply to the

Contractor while performing a function for State Fund. Contractor shall comply with this law, and will adopt and implement an information security policy and procedures in accordance with this law.

SECTION 6

REPRESENTATIVE LIAISON

1. MSF has designated Bridget S. McGregor, Medical Team Leader, as its Representative (Contract Officer) for purposes of this particular agreement.

Phone: 406-495-5277

E-mail: bmcgregor@montanastatefund.com

2. The Contractor has designated _____ as its Representative (Contract Officer) for the Contractor for purposes of this particular agreement.

Phone: _____

E-mail: _____

3. The Contract Officer for each party shall act as the liaison for communication between the insurer and the provider after the contract has been enacted. If either party designates someone other than the named Representative as the communication liaison, they shall notify the other party in writing within five (5) working days of the change.

SECTION 7

ACCESS TO RECORDS -- RETENTION OF RECORDS

The Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

SECTION 8

ASSIGNMENT AND TRANSFER

Neither MSF nor the Contractor shall subcontract or assign its obligations under this contract without prior written consent of the other party. If subcontracting or assignment is approved, all requirements of the contract shall be binding to the subcontractor or assignee.

SECTION 9

REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 10

HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State of Montana, MSF, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of MSF, under this agreement.

SECTION 11

ADVERTISING/NEWS RELEASES

The Contractor shall not advertise or share information concerning this contract in any form, or with any media without prior written consent from MSF. This does not prohibit the Contractor from sharing contract information needed for provider relationships or efforts needed to carry out other functions described in this contract.

Upon execution of this agreement, the Contractor may issue a press release announcing said execution, provided MSF has first reviewed said release for accuracy and content. MSF shall give approval/disapproval. Approval of the press release may not be unreasonably withheld.

SECTION 12

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

SECTION 13

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply MSF with proof of compliance with the Montana Workers' Compensation Act while performing work for MSF. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the MSF. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by MSF before contract will be executed, and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE EXECUTED WITH VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

SECTION 14

CONTRACT TERMINATION

1. MSF or the Contractor, with 30 days written notice to the other, may at any time during the term of this contract, terminate this contract with cause, or if the other party:
 - a) fails to perform its contractual duties or responsibilities; or
 - b) does not meet expected performance levels; or
 - c) does not meet time frames to improve performance levels as developed by MSF and the Contractor.
2. Either party may cancel this contract without cause with 30 days written notice.
3. MSF, or the Contractor, may terminate this contract at any time if either entity ceases to exist.
4. In the event of contract termination/cancellation, the Contractor will transfer all records related to a referred claim to either MSF or a new Contractor, and neither MSF nor the new Contractor may be charged for the transfer.

SECTION 15

MODIFICATION OF CONTRACT

1. No modification of this agreement shall be valid or binding unless such modification is in writing, duly dated, and executed by all parties to this original agreement.
2. If any portion of this contract becomes void by order of a court of law, all other sections of this contract remain in place with full force and effect.

SECTION 16

INSURANCE REQUIREMENTS

1. The Contractor shall be required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance coverage for injuries to persons or damages to property including contractual liability which may arise from or in connection with work performed by, or under general supervision of, the Contractor, his agents, representatives, employees, and subcontractors under this agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.
2. The Contractor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance with combined single limits of not

less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate from an insurer with a Best's Rating of no less than A-.

3. The Contractor must also provide a certificate for professional liability insurance with combined single limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate.
4. The Contractor must provide a certificate of insurance to MSF before contract will be executed. The certificate must provide that the Contractor will give MSF 30 days advance notice of cancellation.

CONTRACTS WILL NOT BE EXECUTED WITH VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION.

SECTION 17

LIMITS OF AGREEMENT

1. This instrument contains the entire Agreement between the parties, and no statements, promises of inducements made by either party, or agents of either party, which are not contained in the written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except as provided in Section 14, Modifications of this contract.
2. The request for proposal issued by MSF and the proposal of the Contractor are both herein incorporated and made part of this contract. If there are any discrepancies between the RFP, the Contractor Proposal, and this Contract, this Contract governs.

SECTION 18

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

SECTION 19

VENUE

The Laws of Montana govern this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its costs and attorney fees. (Ref: 18-1-401, MCA).

SECTION 20

FAILURE OF ENFORCEMENT IS NOT A WAIVER

Failure of MSF to enforce any of the provisions of this contract does not constitute a waiver of that provision or affect any part of this contract, or the right of MSF to later enforce that provision.

SECTION 21
BEST EFFORTS OF CONTRACTOR

1. Contractor agrees that it will at all times faithfully, industriously, and to the best of its ability, experience and talents, perform all of the duties and obligations that may be required of it pursuant to the express terms of the agreement.
2. Contractor agrees to conduct itself so as not to diminish the good will and reputation of MSF and to abide by all applicable laws, rules, and regulations.
3. Contractor further agrees to comply with, abide by, and be bound by the terms, conditions and covenants of this agreement.

SECTION 21
MSF ASSISTANCE

MSF shall not supply Contractor with any assistance in the form of personnel, office equipment, or other similar and related items.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT the day and year first below written.

«COMPANY»

MONTANA STATE FUND

By: _____

By: _____

PETER STRAUSS
VP INSURANCE OPERATIONS SUPPORT

Date: _____

Date: _____

Reviewed for Legal Content:

By: _____
NANCY BUTLER, General Counsel

Date: _____

APPENDIX B - RESPONSE SHEET

MEDICARE SET-ASIDE SERVICES

By signing below, it is agreed as follows:

1. That the Scope of Services can be provided by the Contractor.
2. That Contractor accepts the Montana State Fund's Contract terms.

Authorized Representative Signature: _____

Date: _____

Telephone Number: _____

Business Name (please print): _____

Address: _____

E-mail address: _____